

# GLOBAL BANK OF COMMERCE LIMITED INTERNET BANKING ACCESS AGREEMENT

## I. Introduction

This Internet Banking Agreement (this "Agreement") contains the terms and conditions that govern your use of Global Bank of Commerce Limited Internet Banking Online Services. In this Agreement we will use the word "Service" to refer to Global Bank of Commerce Limited Internet Banking Online Service, herein referred to as **GlobexSecure**.

You may use this Service to access your Eligible Account(s) through the Internet. Other service functions are also available through this Internet access.

By using this Service to access your Eligible Account(s) or other Online Financial Services you agree to be bound by the terms and conditions contained in this Agreement.

### In this Agreement, the words:

- ① "we," "us," and "our" refer to Global Bank of Commerce Limited., when we hold an Eligible Account(s) or provide an Online Financial Service;
- ① "you" or "your" refers to an accountholder (s) of an Eligible Account(s) or an authorized representative;
- ① "consumer" refers to a natural person who has an Eligible Account(s) with respect to which an Online Financial Service is requested primarily for personal, family, or other purposes;
- ① "business" refers to anyone other than a consumer who has an Eligible Account(s) with respect to which an Online Financial Service is requested; and
- ① "authorized representative" refers to a person with authority of any kind with respect to an Eligible Account(s) or an Online Financial Transaction.

## II. Eligible Account(s)

Each Global Bank of Commerce Limited product you have with us that you enroll in a Service is called an "Eligible Account(s)." Examples of products that you may elect to enroll as Eligible Account(s) include: operating accounts, savings accounts, loan accounts and term deposit accounts.

Your Eligible Account(s) will continue to be subject to the agreements otherwise governing them, except where it is noted in this Agreement. Additionally, each Eligible Account(s) and Online Financial Service will be subject to the following:

- ① the terms or instructions appearing on a screen when using a Service;
- ① Global Bank of Commerce Limited rules, procedures and policies applicable to each Eligible Account(s) and each Online Financial Service copies of which can be obtained from Global Bank of Commerce Limited;
- ① the rules and regulations of any funds transfer system used in connection with an Online Financial Service; and
- ① applicable laws and regulations of Antigua and Barbuda.

## III. Access to Eligible Account(s)

You may access an Eligible Account(s) at the Global Bank of Commerce Limited website at <http://www.globalbankofcommerce.com> to obtain balances, transaction history and other information. To access an Eligible Account(s) or use an Online Financial Service you must have a password and the

required hardware and software. Subject to the terms of this Agreement, you will generally be able to access your Eligible Account(s) through the website seven days a week, 24 hours a day. A transfer completed through a Service before the transfer cut-off time on a business day will be posted to your Eligible Account(s) the same day. All transfers completed after the transfer cut-off time on a business day or on a day that is not a business day, will be processed on the next business day. The transfer cut-off time is 1:00 p.m. (Atlantic Standard Time). Every day is a business day except Saturdays, Sundays and public holidays.

At certain times, a Service may not be available due to system maintenance or circumstances beyond our control. During these times, you may telephone or fax to obtain information about your Eligible Account(s). For telephone inquiries a Pin Number should have been previously provided to Bank.

## IV. Electronic Mail (e-mail)

You may communicate with us by sending E-mail, but the Bank will not accept E-mail to initiate transactions on you Eligible Account(s). To ensure the security of your Eligible Account(s) information, we recommend that you use E-mail forms only, when asking specific questions about your Eligible Account(s). For other transactions, please use the appropriate functions within the Service or call (268) 480-2240.

## V. Online Financial Services

You may use our Website to obtain information on our products and services that are available and disclosed through **GlobexSecure**. Global Bank of Commerce Limited may from time to time, introduce new Online Financial Services. When this happens we will update our Website to include them. Your use of new Online Financial Service will be governed by the terms of this agreement.

## VI. Authorized Representatives for Business Accounts

If a Corporation has an Eligible Corporate Account, access and permission levels can be assigned by the Corporation to any authorized representatives on such terms, conditions, and agreements as we may from time to time require to:

- enter into this Agreement, as amended from time to time;
- access each Eligible Account(s) of yours in any manner and for any purpose available through the Service, whether now or in the future; and
- use any Online Financial Service in any manner and for any purpose available through the Service, whether now or in the future.

## VII. Electronic Fund Transfer Provisions For Consumers

### A. APPLICABILITY

The provisions in this section apply only to electronic fund transfers (EFT) that debit or credit a consumer's operating, savings or other asset account and are subject to the provisions of the International Business Corporation Act ("IBC" Act), Money Laundering Prevention Act and any Amendments and Regulations thereto (an "EFT"). Global Bank of Commerce Limited, may, when applicable, rely on any exceptions to the provisions that are contained in the IBC and Money Laundering Prevention Acts and Regulations. All terms not otherwise defined in this agreement that are defined in the Acts and Regulations will have the same meaning when used in this section.

**B. YOUR LIABILITY**

In the event that you have breached security procedures regarding the use of your password and Eligible Account(s) information you shall be liable for losses arising from any unauthorized EFT.

You must notify us immediately after learning of the loss or theft of your password and you must report an unauthorized EFT that appears on a periodic statement within 10 days of our transmittal of the statement to mitigate the risk of additional unauthorised EFT.

If you fail to notify us by the above stated period, you will be liable for any losses incurred in respect of any unauthorized EFT.

You may notify us in person, by fax, or by secured E-mail message from GlobexSecure.

**C. TELEPHONE, FACISIMILE NUMBER AND ADDRESS**

The telephone and facsimile numbers and address of the person or department to be notified of an unauthorized EFT are:

Tel: 268-480-2240 (during regular business hours)

Fax: 268-462-1831 and/or

Global Bank of Commerce Limited  
**Attention: Client Services Department**  
Global Commerce Centre, Old Parham Road  
P.O. Box W1803, Friars Hill Road,  
St. John's, W.I.

**VIII. Security**

You will be given temporary logon details and passwords that will give you access to our Eligible Account(s). These logon details can be changed within the Service. We recommend that you change your password details regularly. We are entitled to act on instructions received from GlobexSecure confirmed by these passwords. For security purposes, it is recommended that you memorize these logon details and do not write them down. You are responsible for keeping your passwords and Eligible Account(s) information confidential. If you believe that your login details, including your passwords may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account, notify Global Bank of Commerce Limited, immediately at 1-268-480-2240 or at the above address.

**IX. Liability**

**A. OUR LIABILITY**

Our liability to you is explained in any agreements, notices, and disclosures that we separately provide to you from time to time regarding your Eligible Account(s) and Online Financial Services. This section explains our liability to you only to the extent that our liability has not been separately disclosed to you by any of these agreements, notices or disclosures. Under no circumstances will we have any liability to you for failing to provide you access to your Eligible Account(s) or Online Financial Services through the Service. Furthermore, unless otherwise required by applicable law, we will only be responsible for performing the Online Finance Services as expressly stated in this Agreement, and will only be liable for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct in performing the Online Financial Services.

Although we have taken reasonable care to ensure that the information provided in connection with the Service is accurate, Global Bank of Commerce Limited shall give no warranties, express or implied, with regard to accuracy, timeliness or completeness of such information, neither shall any information contained herein be construed as constituting investment, legal, tax or other advice.

**IN NO EVENT WILL WE HAVE LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE SERVICE, OR IN CONNECTION WITH ANY ERROR, DEFECT, COMPUTER VIRUS OR SYSTEM FAILURE, OR LOSS OF ANY PROFIT, GOODWILL OR REPUTATION WHETHER OR NOT ANY CLAIM FOR SUCH DAMAGES OR LOSS OF PROFIT IS BASED ON TORT OR CONTRACT OR WE KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES.**

We reserve the right to modify, suspend, discontinue, the Service or any part of it temporarily or permanently, with or without notice and Global Bank of Commerce Limited shall not be liable to you or any third party for such modification, suspension or discontinuance of the Service.

We will not be obligated to honour, in whole or in part, any transaction or instruction which:

- is not in accordance with any term or condition applicable to the relevant Online Financial Service or Eligible Account(s);
- we have reason to believe may not be authorized by you or any third person whose authorization we believe is necessary or involves funds subject to a hold, dispute, restriction or legal process we believe prevents their withdrawal;
- would result in us exceeding any limitation of our intra-day net funds positions established pursuant to present or future regulations and or guidelines;
- would violate any applicable provision of any risk control program of the bank or any applicable rule or regulation of regulatory authority;
- is not in accordance with any other requirement of our applicable policies, procedures or practices; or
- we have reasonable cause not to honour for our or your protection.

**B. INDEMNIFICATION**

Except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your Eligible Account(s), if you are a holder of an Eligible Account(s), you agree to indemnify, defend and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgements, and expenses arising out of or in any way connected with an Eligible Account(s) or the performance of an Online Financial Service. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Service by you or your authorized representative.

**C. THIRD PARTIES**

Except as specifically provided in this Agreement or where applicable law requires a different result, neither we nor our service providers or other agents will be liable for any loss or liability resulting in whole or in part from any act or failure to act of your equipment or software, or that of an Internet browser provider such as Netscape (Netscape Navigator Browser) or Microsoft (Microsoft Explorer Browser or Mozilla Firefox), by an Internet access provider, by an online service provider or by an agent or subcontractor of any of them, nor will we or our service providers or other agents be responsible for any direct, indirect, special, or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to Online Financial Services through the Service.

**X. General Provisions**

**A. TERMINATION**

Unless otherwise required by applicable law, Global Bank of Commerce Limited may terminate this Agreement and/or your access to any Online Financial Service through the Service, in whole or in part, at any time.

Access to the Online Financial Services through the Service, in whole or in part, may be reinstated by us, at our discretion, at any time. If reinstated, the current terms of this Agreement will supersede any previous Agreement. You may request reinstatement of an Online Financial Service by writing to our Client Service at the above stated address.

If you wish to cancel any of your Online Financial Services, write to Global Bank of Commerce Limited at the above stated address and send us your cancellation instructions.

**B. CHANGES**

Except as otherwise required by law, rule or regulation, we may change the terms of this Agreement from time to time and at our discretion. When changes are made we will update this Agreement at the Website. The Website will be updated on the effective date, unless an immediate change is necessary to maintain security of the system or unless a law, rule, or regulation requires that it be updated at an earlier time. As always, you may choose to accept or decline changes by continuing or discontinuing using the Service.

**C. DISCLOSURE OF INFORMATION**

The circumstances under which we will disclose information about you, your Eligible Account(s), or your Online Financial Services is set forth in the information that has been separately disclosed to you in the contracts, notices, and disclosures that have been separately provided to you in accordance with our Terms and Conditions in your signed Customer Agreement at the time when your Eligible Account(s) was/were established.

**D. PRIVACY NOTICE**

You have a right to confidentiality and we will not give anyone other than our employees, agents, affiliates or subsidiaries specific information about you except:

- When you give us your permission to give out the information
- When you have used us as a credit reference
- When we are required or permitted by law or regulation

**XI. Fees**

- A. There are no monthly or transaction fees for accessing the Service. Fees pertaining to Eligible Account(s) transactions or services may apply. Other fees may be assessed and billed separately by your online service provider. Fees charged will be deducted from the Eligible Account(s).
- B. TELEPHONE OR INTERNET ACCESS CHARGES. You will be responsible for any telephone charges that you incur by use of the Service.
- C. MISCELLANEOUS FEES AND CHARGES. The fees that have been separately disclosed to you in connection with your Eligible Account(s) will continue to apply to those Account(s).

**XII. COPYRIGHT**

The entire content of the Service is subject to copyright with all rights reserved and the information contained herein is for personal use only and may not be downloaded (unless printed out for your personal use), transmitted or modified without our prior permission.

**XIII. GOVERNING LAW**

These terms and conditions shall be governed by the laws of Antigua and Barbuda and the courts of Antigua and Barbuda shall have exclusive jurisdiction to determine any matter or dispute in connection with or arising out of the Service and these terms and conditions.

The Service is not directed to or intended for the use by any person or entity in any jurisdiction or country where the publication or availability of the Service or such distribution or use would be contrary to local law or regulation. If you choose to access information in respect of the Service, it is your responsibility to comply with the applicable local, national or international laws and any contrary use of the Service is at your own risk. You are advised to seek independent legal advice if you are unsure as to whether the use of the Service contravenes your local law or regulations.